IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.549 OF 2005

Nitesh Hirachand Jain Plaintiff

versus

Ramayya Ratnam Tagaram and another Defendants

Mr.Mamta Panigrahi i/by Kiran Jain for plaintiff
None for defendants.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 28th June 2005

PC :

1. The summary suit is filed on 28th February 2005. The writ of summons was issued on 3rd March 2005. Original writ of summons along with true copy of the plaint and annexures was forwarded to the Sheriff of Mumbai for service on the defendants. An affidavit proving service of the writ of summons has been filed on 13th June 2005. It is pointed out that the defendants have received the packet in March 2005. Said affidavit is taken on record and marked "X" for identification. No steps have been taken by the defendants to represent themselves through an advocate nor have they intimated to the

plaintiffs advocate about their appearance in person. The plaintiff, therefore, applies for judgement in his favour.

2. The summary suit is filed on the basis of a Promissory Note which has been duly executed on 11th October 2004. On the date mentioned in the promissory note the amount due was demanded but it is contended that the defendants avoided making payment. Thereafter, advocate’s notice dated 25th January 2005 was sent which was also duly received but there is no compliance with the requisitions contained therein.

3. The plaintiffs have stated that they have a valid money lending licence and have complied with the provisions of Bombay Money Lenders Act. The suit is based on the promissory note and there is no defence to the claim.

4. The claim of plaintiff is also not barred by limitation. Original documents taken on record and marked "X-1" for identification. Decree as prayed. Further interest would be @ 18% p.a.. Refund of court fee and computation of advocates’ costs as per rules.

(S.C.DHARMADHIKARI, J.)